

RESIDENTIAL LEASE

This Lease of the Premises identified below is entered into by and between the Landlord and Tenant (referred in the singular whether one or more) on the following terms and conditions:

PARTIES

TENANT(S): [REDACTED]

LANDLORD: CWSAMS

Address: 2822 London Rd Eau Claire, WI 54701

Landlord's Agent for maintenance, management, service of process and collection of rent - (Note in "Special Conditions" if more than one agent): River Valley Property Management, LLC

Address: 2822 London Road, Eau Claire, WI 54701

PREMISES

PREMISES - Street Address: 903 Graham Ave

City/State/Zip: Eau Claire, WI 54701

Apartment/Unit/No.:

RENTAL TERM

First Day of Term: NOON 6/1/15 Last Day of Term: NOON 5/23/16

This Lease is only for the stated term and is **NOT** automatically renewable. Landlord and Tenant must agree in writing if tenancy is to continue beyond the last day of the rental term. For the purpose of this lease May has 23 days.

UTILITIES

Tenant must pay all utility charges that are separately metered or subject to cost allocation, as follows:

Utility Charges	Electric	Heat	Water	Unit Gas	Air-Conditioning	Hot Water	Trash/Recycling
Included in Rent							
Separately Metered	X	X		X		X	
Cost Allocation *			X				X

* Explain in Special Conditions Tenant's failure to timely pay utilities bills for which Tenant is responsible is a breach of this Lease.

RENT

Rent Amount \$ 1,240.00 per month due on or before the first day of each month. Rent checks shall be made payable to (Landlord) (Landlord's Agent) STRIKE ONE and mailed or delivered to (Landlord) (Landlord's Agent) STRIKE ONE. ALL TENANTS, IF MORE THAN ONE, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT OF ALL PAYMENTS DUE UNDER THIS LEASE.

SECURITY DEPOSIT

Upon execution of this Lease, Tenant agrees to pay a security deposit in the amount of \$ 1,240.00 to be held by landlord. When Tenant vacates the Premises or if evicted, Tenant's security deposit, less any amounts legally withheld, will be delivered or mailed to Tenant's last known address within 21 days after the date established in Wis. Stat. § 704.28(4). Tenant is responsible for giving Landlord his/her new address. When Tenant vacates the Premises Tenant shall return, or account for, any of Landlord's property held by Tenant, such as keys, garage door openers, etc.

CHECK-IN SHEET

Landlord shall provide Tenant with a check-in sheet when Tenant commences his or her occupancy of the Premises. Tenant shall be given 7 days from the date Tenant commences his or her occupancy to complete the check-in sheet and return it to Landlord. A check-in sheet is not required for the rental of a plot of ground on which a manufactured home or a mobile home may be located [per Wis. Stat. § 704.08].

SPECIAL CONDITIONS

Special Conditions: 1) If the rent is received after the first the rent shall be \$1265.00 2) See Pet Agreement 3) See Lease Breaking Costs Addendum 4) See Utilities Escrow Agreement 5) Tenants are required to submit 12 post-dated checks for rent/escrow to landlord on or before June 1, 2015

LANDLORD'S RIGHT TO ENTER

Landlord may enter the Premises occupied by Tenant, at reasonable times with at least 12 hours advance notice, to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without advance notice upon consent of Tenant, when a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building in which they are located from damage.

MITIGATION; ABANDONMENT; PERSONAL PROPERTY

If Tenant unjustifiably removes from the Premises before the last day of the rental term, Tenant shall be liable for all rent due under this Lease through the last day of the term, plus damages incurred by Landlord, and less any net rent received by Landlord in re-renting the Premises. If Tenant is absent from the Premises for three consecutive weeks without written notice of such absence to Landlord, Landlord may, deem that Tenant has removed from the Premises unless rent has been paid for the period of absence, and proceed to re-rent the Premises. Unless otherwise agreed to in writing, if Tenant removes from the Premises or is evicted from the Premises and leaves personal property behind, Landlord may presume that Tenant has abandoned the personal property. Landlord will not store personal property abandoned by Tenant and may dispose of it in any manner deemed appropriate by Landlord. If the personal property is prescription medication or prescription medical equipment, Landlord shall hold the property for 7 days from the date on which Landlord discovers the property. After that time, Landlord may dispose of this property in the manner that Landlord determines is appropriate, but shall promptly return the property to Tenant if Landlord receives a request for its return before disposing of it [per Wis. Stat. § 704.05(5)(am)]. If the abandoned property is a manufactured home, mobile home or titled vehicle (includes automobiles), Landlord must give notice, personally or by regular or certified mail, to Tenant and any secured party known to Landlord of Landlord's intent to dispose of the property by sale or other appropriate means [per Wis. Stat. § 704.05(5)(b)].

SALE OF PREMISES LEAD-BASED PAINT PROVISIONS (If Premises is "target property" constructed before 1978)

Upon voluntary or involuntary transfer of ownership of the Premises, Landlord's obligations under this Lease are expressly released by Tenant. The new owner of the Premises shall be solely responsible for the Landlord's obligations under this Lease. Tenant has received, read and understands Landlord's lead-based paint (LBP) disclosures and the *Protect Your Family From Lead In Your Home Pamphlet* (Pamphlet). Tenant agrees to follow the practices recommended in the Pamphlet and shall immediately notify Landlord in writing if Tenant, Tenant's guest or any other occupant observes any other conditions indicating the presence of a potential LBP hazard, as described in the Pamphlet.

TENANT RULES & OBLIGATIONS RESIDENTIAL USE

During the term of this Lease, as a condition of Tenant's continuing right to use and occupy the Premises, Tenant agrees and promises, unless Landlord otherwise provides in writing, as follows:

- To use the Premises for residential purposes only for Tenant and Tenant's immediate family.
- To NOT make or permit use of the Premises for any purpose that will injure the reputation of the Premises or the building of which they are a part.

- NOISE** 3. To NOT use or keep in or about the Premises anything that would adversely affect coverage of the Premises or the building of which they are a part under a standard fire or extended insurance policy.
- PETS** 4. To NOT make excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building in which the Premises are located.
- GOVT. REG.** 5. To NOT permit in or about the Premises any pet unless specifically authorized by Landlord in writing.
- MAINTENANCE** 6. To obey all lawful orders, rules and regulations of all governmental authorities and, if a condominium, any condominium association with authority over the Premises.
7. To keep the Premises in clean and tenantable condition and in as good repair as on the first day of the lease term, normal wear and tear excepted.
8. To maintain a reasonable amount of heat in cold weather to prevent damages to the Premises, and if damage results from Tenant's failure to maintain a reasonable amount of heat, Tenant shall be liable for this damage.
- IMPROVEMENTS** 9. Unless Tenant has received specific written consent from Landlord, to NOT do or permit any of the following:
- Paint upon, attach, exhibit, or display in or about the Premises any sign or placard.
 - Alter or redecorate the Premises.
 - Drive nails, tacks, and screws or apply other fasteners on or into any wall, ceiling, floor, or woodwork of the Premises.
 - Attach or affix anything to the exterior of the Premises or the building in which it is located.
- GUESTS** 10. To NOT permit any guest or invitee to reside in the Premises without prior written consent of Landlord.
- NEGLIGENCE** 11. To be responsible for all acts of negligence or breaches of this Lease by Tenant and Tenant's guests and invitees, and to be liable for any resulting property damage or injury.
12. To NOT assign this Lease nor sublet the Premises or any part thereof without the prior written consent of Landlord. If Landlord permits an assignment or a sublease, such permission shall in no way relieve Tenant of Tenant's liability under this Agreement.
- VACATION OF PREMISES RULES** 13. To vacate the Premises at the end of the term, and immediately deliver the keys, garage door openers, parking permits, etc., and Tenant's forwarding address to Landlord.
- Landlord may make additional reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Tenant acknowledges the rules stated above. Any failure by Tenant to comply with the rules is a breach of this Lease.
- NOTICE OF DOMESTIC ABUSE PROTECTIONS** (1) As provided in section 106.50(5m)(dm) of the Wisconsin statutes, a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:
- A person who was not the tenant's invited guest.
 - A person who was the tenant's invited guest, but the tenant has done either of the following:
 - Sought an injunction barring the person from the premises.
 - Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.
- (2) A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.
- (3) A tenant is advised that this notice is only a summary of the tenant's rights and the specific language of the statutes governs in all instances.
- DAMAGE BY CASUALTY** If the Premises are damaged by fire or other casualty to a degree that renders them untenable, Tenant may move out unless Landlord promptly proceeds to repair and rebuild. Tenant may move out if the repair work causes undue hardship. If Tenant remains; rent abates to the extent Tenant is deprived of normal full use of the Premises, until the Premises are restored. If repairs are not made, this Lease shall terminate. If the Premises are damaged to a degree which does not render them untenable, Landlord shall repair them as soon as reasonably possible.
- CODE VIOLATIONS** Landlord has no actual knowledge of any building code or housing code violation that affects the Premises or a common area associated with the Premises, presents a significant threat to Tenant's health or safety, and has not been corrected, unless disclosed in Special Conditions or an Attachment to this Lease [per Wis. Stat. § 704.07(2)(bm)]. The Premises do NOT contain any of the following conditions adversely affecting habitability unless listed under Special Conditions or in an Attachment: No hot or cold running water, plumbing or sewage disposal facilities not in good operating order, unsafe or inadequate heating facilities (incapable of maintaining at least 67°F in living areas), no electricity, electrical wiring or components not in safe operating condition, or structural or other conditions that are substantially hazardous to health or safety. Wisconsin law requires that the Landlord maintain any smoke detectors located in any building common areas. Tenant shall maintain any smoke detector on the Premises, or give Landlord written notice if a smoke detector is not functional. Landlord shall provide, within five days of receipt of any such notice, any maintenance necessary to make that smoke detector functional. Landlord also shall install functional carbon monoxide (CO) detectors in the Premises and in any common areas, as required by law.
- AGENCY NOTICE** Tenant understands that any property manager, rental agent or employees thereof are representing the Landlord.
- SEX OFFENDER NOTICE** You may obtain information about the Sex Offender Registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://offender.doc.state.wi.us/public/> or by phone at 608-240-5830.

The documents checked below are attached to this Lease and incorporated herein by reference.

ATTACHMENT	Check <input checked="" type="checkbox"/>	ATTACHMENT	Check <input checked="" type="checkbox"/>
Guarantee/Renewal/Assignment/Sublease		Nonstandard Rental Provisions	<input checked="" type="checkbox"/>
Rules and Regulations	<input checked="" type="checkbox"/>	Promises to Repair	<input checked="" type="checkbox"/>
Smoke and Carbon Monoxide Detector Notice	<input checked="" type="checkbox"/>	Code Violations	
Lead-Based Paint Disclosure & Pamphlet	<input checked="" type="checkbox"/>	Real Estate Agency Disclosure	
Other:		Other: move out requirements	<input checked="" type="checkbox"/>

IN WITNESS WHEREOF, the parties have executed this Lease on 10-14-14

LANDLORD: [Signature]

CWSAMS

TENANTS: [Signature]

SMOKE AND CARBON MONOXIDE DETECTORS

- 1 This Notice is given with respect to the residential lease, rental contract or tenancy with respect to the Premises at 903
2 Graham Ave, Eau Claire, WI 54701
3 _____ (state address and apartment/unit/room number).

Smoke kills more people in residential fires than the flames. Smoke alarms detect the presence of smoke even before you can see it or smell it, especially when flames might not be in your line of sight.

- 4 **SMOKE DETECTORS:** The building owner (Landlord) shall install functional smoke detectors in the Premises and in
5 any common areas, as required by law. If the occupant of such Premises (Tenant), or any government inspector, gives
6 written notice to Landlord that a smoke detector is not functional, Landlord shall provide, within 5 days after receipt of
7 the notice, any maintenance necessary to make that smoke detector functional.
8 **Tenant Responsibilities:** Tenant shall maintain the smoke detectors in the Premises. Upon discovery that a smoke
9 detector in the Premises requires maintenance, Tenant agrees to immediately either provide any maintenance
10 necessary to make that smoke detector functional or provide Landlord with written notice regarding the required
11 maintenance.

Carbon monoxide is a gas created by incomplete burning of fuels. Carbon monoxide is colorless, odorless and tasteless, but highly toxic. It can build up over time, with unrecognized symptoms such as headaches, nausea, disorientation, or irritability eventually building to unconsciousness and fatal poisoning. Carbon monoxide alarms warn of the gas before it reaches dangerous levels. Examples of some carbon monoxide sources are garages, heaters, fireplaces, furnaces, appliances or cooking sources using coal, wood, oil, kerosene, or other fuels. Electric appliances are not carbon monoxide sources.

- 12 **CARBON MONOXIDE DETECTORS:** The building owner (Landlord) shall install functional carbon monoxide (CO)
13 detectors in the Premises and in any common areas, as required by law. Any CO detectors in the Premises shall be
14 maintained by Landlord if the Premises is in a building with three or more units. If the occupant of such Premises
15 (Tenant), or any government inspector, gives written notice to Landlord that a CO detector is not functional or has been
16 removed, the Landlord shall repair or replace the nonfunctional or missing CO detector within 5 days after receipt of the
17 notice.
18 **Tenant Responsibilities: Premises in One- or Two-Family Dwelling:** Tenant shall maintain the CO detectors in the
19 Premises. Upon discovery that a CO detector in the Premises requires maintenance, Tenant agrees to immediately
20 either provide any maintenance necessary to make that CO detector functional or provide Landlord with written notice
21 regarding the required maintenance.
22 **Tenant Responsibilities: Premises in a Building with Three or More Units:** Upon discovery that a CO detector in the
23 Premises is not functional or has been removed, Tenant agrees to immediately provide Landlord with written notice
24 regarding the non-functioning or missing CO detector.

- 25 **READING/UNDERSTANDING:** By signing and dating below, each Tenant acknowledges they have received and



10-14-14

Date ▲

10/14/14

Date ▲

10/14/14

Date ▲

10-14-14

Date ▲

10-14-14

Date ▲

36 Landlord/Agent's Signature ▲ Print Name Here ► CWSAMS

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River Valley Property Management 2822 London Rd Eau Claire, WI 54701
Phone: (715)833-8888 Fax: (715)833-8917 Nicholas Pathos

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903 Graham Ave

EXCERPTS FROM SMOKE AND CARBON MONOXIDE DETECTOR STATUTES

37 Smoke Detectors for Residential Buildings with Three or More Residential Units – Wis. Stat. § 101.145 Smoke detectors.

38 (2) APPROVAL. A smoke detector required under this section shall be approved by Underwriters Laboratories, Inc.
39 (3) INSTALLATION AND MAINTENANCE. (a) The owner of a residential building shall install any smoke detector required under this section according
40 to the directions and specifications of the manufacturer of the smoke detector.
41 (b) The owner of a residential building shall maintain any such smoke detector that is located in a common area of that residential building.
42 (c) The occupant of a unit in a residential building shall maintain any smoke detector in that unit, except that if an occupant who is not an owner,
43 or a state, county, city, village or town officer, agent or employee charged under statute or municipal ordinance with powers or duties involving
44 inspection of real or personal property, gives written notice to the owner that a smoke detector in the unit is not functional the owner shall provide,
45 within 5 days after receipt of that notice, any maintenance necessary to make that smoke detector functional.
46 (4) REQUIREMENT. The owner of a residential building the initial construction of which is commenced before, on or after May 23, 1978, shall
47 install and maintain a functional smoke detector in the basement and at the head of any stairway on each floor level of the building and shall install
48 a functional smoke detector either in each sleeping area of each unit or elsewhere in the unit within 6 feet of each sleeping area and not in a
49 kitchen.

50 Smoke Detectors for One – and Two – Family Dwellings – Wis. Stat. § 101.645 Smoke detectors.

51 (2) APPROVAL AND INSTALLATION. A smoke detector required under this section shall be approved and installed as required under s. 101.145(2) and
52 (3)(a).
53 (3) REQUIREMENT. The owner of a dwelling shall install a functional smoke detector in the basement of the dwelling and on each floor level except
54 the attic or storage area of each dwelling unit. The occupant of such a dwelling unit shall maintain any smoke detector in that unit, except that if
55 any occupant who is not the owner, or any state, county, city, village or town officer, agent or employee charged under statute or municipal
56 ordinance with powers or duties involving inspection of real or personal property, gives written notice to the owner that the smoke detector is not
57 functional the owner shall provide, within 5 days after receipt of that notice, any maintenance necessary to make that smoke detector functional.

58 Carbon Monoxide Detectors for Residential Buildings with Three or More Residential Units – Wis. Stat. § 101.149 Carbon 59 monoxide detectors.

60 (2) INSTALLATION REQUIREMENTS. (a) Except as provided in par. (b), the owner of a residential building shall install a carbon monoxide detector in
61 all of the following places not later than the date specified under par. (c):
62 1. In the basement of the building if the basement has a fuel-burning appliance.
63 2. Within 15 feet of each sleeping area of a unit that has a fuel-burning appliance.
64 3. Within 15 feet of each sleeping area of a unit that is immediately adjacent to a unit that has a fuel-burning appliance.
65 4. In each room that has a fuel-burning appliance and that is not used as a sleeping area. A carbon monoxide detector shall be installed under this
66 subdivision not more than 75 feet from the fuel-burning appliance.
67 5. In each hallway leading from a unit that has a fuel-burning appliance, in a location that is within 75 feet from the unit, except that, if there is no
68 electrical outlet within this distance, the owner shall place the carbon monoxide detector at the closest available electrical outlet in the hallway.
69 (b) If a unit is not part of a multiunit building, the owner of the residential building need not install more than one carbon monoxide detector in the
70 unit.
71 (3) MAINTENANCE REQUIREMENTS. (a) The owner of a residential building shall reasonably maintain every carbon monoxide detector in the
72 residential building in the manner specified in the instructions for the carbon monoxide detector.
73 (b) An occupant of a unit in a residential building may give the owner of the residential building written notice that a carbon monoxide detector in
74 the residential building is not functional or has been removed by a person other than the occupant. The owner of the residential building shall
75 repair or replace the nonfunctional or missing carbon monoxide detector within 5 days after receipt of the notice.
76 (4) TAMPERING PROHIBITED. No person may tamper with, remove, destroy, disconnect, or remove batteries from an installed carbon monoxide
77 detector, except in the course of inspection, maintenance, or replacement of the detector.
78 (5) EXCEPTIONS. Subsections (2) and (3) do not apply to the owner of a residential building if the residential building does not have an attached
79 garage and any of the following applies:
80 (a) The residential building does not have any fuel-burning appliances.
81 (b) All of the fuel-burning appliances in the residential building have sealed combustion units that are covered by the manufacturer's warranty
82 against defects.
83 (c) All of the fuel-burning appliances in the residential building have sealed combustion units that are inspected as provided in the rules
84 promulgated by the department under sub. (6) (b) or in the rules promulgated by the department of health services under s. 254.74 (1) (am).

85 Carbon Monoxide Detectors for One – and Two – Family Dwellings – Wis. Stat. § 101.647 Carbon monoxide detectors.

86 (2) INSTALLATION AND SAFETY CERTIFICATION. The owner of a dwelling shall install any carbon monoxide detector required under this section
87 according to the directions and specifications of the manufacturer of the carbon monoxide detector. A carbon monoxide detector required under
88 this section shall bear an Underwriters Laboratories, Inc., listing mark and may be a device that is combined with a smoke detector.
89 (3) REQUIREMENTS. (a) The owner of a dwelling shall install a functional carbon monoxide detector in the basement of the dwelling and on each
90 floor level except the attic, garage, or storage area of each dwelling unit. A carbon monoxide detector wired to the dwelling's electrical wiring
91 system shall have a backup battery power supply. Except as provided under par. (b), the occupant of the dwelling unit shall maintain any carbon
92 monoxide detector in that unit. This paragraph does not apply to the owner of a dwelling that has no attached garage, no fireplace, and no
93 fuel-burning appliance.
94 (b) If any occupant who is not the owner of a dwelling, or any person authorized by state law or by city, village, town, or county ordinance or
95 resolution to exercise powers or duties involving inspection of real or personal property, gives written notice to the owner that the carbon
96 monoxide detector is not functional, the owner shall provide, within 5 days after receipt of that notice, any maintenance necessary to make that
97 carbon monoxide detector functional.

LEASE ADDENDUM

Tenant: _____

Landlord: CWSAMS

- 1) **RENTAL PAYMENTS ARE DUE ON THE FIRST:** Rent is due and payable on the first day of each month. Payments are to be mailed to 2822 London Road, Eau Claire, WI 54701. If rent is received by the first day of each month, tenant shall pay \$1,140.00 per month. If rent is received after the third day of the month, tenant shall pay \$1,165.00 per month. Payments received after the tenth day of the month are subject to an additional \$2.00/day late charge.
- 2) **PREAUTHORIZED CHECKS:** We will accept pre-authorized checks dated for the first day of every month for the term of the lease agreement.
- 3) **NON-SUFFICIENT FUNDS (NSF CHECKS)** There will be a \$20.00 charge assessed for any NSF check, due and payable upon notification. Landlord reserves the right to demand money order or certified bank check.
- 4) **NO PETS ALLOWED:** No pets are allowed inside or outside the premises. Under no circumstances may pets be acquired after move-in. Visiting pets are not allowed and no pet sitting is allowed either.
- 5) **VACATE AT NOON ON EXPIRATION OF LEASE** Failure to vacate the premises by NOON at the end of the lease term may result in additional double rent damages as allowed by Wisconsin Statutes.
- 6) **SMOKE DETECTORS:** Tenant must test all smoke detectors monthly. Tenant must notify Landlord in writing of any inoperative smoke detectors. Tenant must always have working smoke detectors. Smoke detectors save lives!
- 7) **SUBLEASING MUST BE APPROVED AND IN WRITING:** If tenant wishes to sublet part of or the remainder of the lease agreement, tenant shall be responsible for the actual costs involved to complete a sublease. This includes advertising, taking phone calls, and showing the apartment, and lease orientation. The new tenant must meet screening criteria and have the landlord's written approval before taking occupancy.
- 8) **LOCK OUTS:** We recommend that you have an extra key stored outside of your apartment. The landlord will not make special trips to unlock a door. Tenant must contact a locksmith and is responsible for the service call in the event of a lockout.
- 9) **KEYS:** Tenant must return all keys to Landlord immediately upon vacating. Failure to return any keys will result in a charge of \$25.00 per key fee.
- 10) **CLOGGED DRAINS:** Tenant shall be responsible for the cost of the repair to any clogged toilet and drain which was a direct result of tenant's actions. Do not flush disposable diapers, sanitary napkins, tampons, paper towels, toys, or any other foreign objects down any drain. Have a plunger on hand in the event of a clogged toilet or drain. Use a straining device on the shower/tub drain to prevent a hair clog.
- 11) **SIDEWALKS, DRIVEWAY, LAWN, and GARAGE:** Tenant is responsible to maintain the sidewalks, driveway, lawn, and ~~garage~~. Tenant agrees to ~~keep the grass mowed and maintained on a regular basis and~~ remove snow and ice immediately after each snow fall or whenever necessary to avoid an accident or injury. Tenant shall keep ~~garage~~ clean and free of debris, oil, or any hazards. Landlord does not provide shovels, sand, salt, or ~~lawn mower~~. If tenant fails to shovel snow ~~or mow lawn~~ the Landlord may hire someone to perform the work and charge the Tenant for the cost of the service.
- 12) **REPAIRS:** Tenant is responsible for all minor repairs, maintenance, and replacements in the apartment including light bulbs, filters, pest control, ants, bees, bats, etc., window washing, etc. Tenant must notify landlord immediately of any urgent repairs such as furnace, electrical, water heater, appliance repairs, water leakage from fixtures, drains, roofs, foundation, and other urgent repairs otherwise tenant may be held responsible for additional damages to the premises for failure to promptly report a repair.
- 13) **FUSES/CIRCUIT BREAKERS:** Tenant shall be responsible for the cost of replacing any blown out fuse that was caused by tenant's misuse or actions.
- 14) **ABANDONED PERSONAL PROPERTY:** All property must be removed from premises on or before the expiration of the lease. Any personal property left behind on the premises shall be disposed of as per Wisconsin Statutes. As per Wisconsin State Statutes 704.05 (5), Landlord will not store any personal property left behind by Tenant. Landlord can dispose of property in any manner Landlord determines appropriate.
- 15) **CREDIT REPORTING:** Tenant understands that Landlord is a member of TransUnion Credit Bureau and must report all delinquent accounts on tenant's credit report.
- 16) **BATHROOM FAN:** Tenant must run the bathroom exhaust fan during and after each shower in order to prevent mold or water damage to the walls and ceiling. Tenant shall promptly remove any mold from bathroom fixtures, walls, and ceilings using a bleach solution.
- 17) **FIRE EXTINGUISHER:** The fire extinguisher must be fully recharged at the expense of tenant in the event of a discharge.
- 18) **NO EXTRA LOCKS:** No external or internal door locks, hasps, padlocks, or bolts are permitted on any door without written approval of landlord. Tenant is responsible for the costs of repairing/replacing damage to doors as a result of any unauthorized holes.
- 19) **NO MOTORCYCLES/GAS INSIDE PREMISES:** Motorcycles are not allowed inside the premises and no gasoline storage is allowed inside the premises. No bicycles are allowed in hallways, foyers, or apartment.
- 20) **ANTENNAS OR SATELLITE DISHES:** Tenant shall not install any antennas or satellite dishes without the written approval of landlord. Do not drill holes in the walls, ceiling, or roof.
- 21) **STORM DOORS:** Tenant must keep the storm door closer and chain attached at all time. Tenant is responsible for any damage to storm door as a result of a detached closer and chain.
- 22) **ROOFS:** No person shall be allowed on the building roofs at any time for any reason. Walking on the roof and cause damage and leaks.
- 23) **NAILS:** Tenant must use tacks or small slender picture nails when hanging pictures. No not use spikes, large screws, sticky material, double sided

tape or items that will make large holes and cause damage to walls. No wall attached shelving units are allowed. Tenant must pull out all nails but do not try to patch holes.

24) FURNACE: Tenant must maintain enough heat to keep the water pipes from freezing. If tenant allows heat to run out, tenant will be responsible for any damages done to the premises, such as bursting pipes and water damage, etc. If you have oil heat you are responsible for maintaining enough oil in the tank and the costs of having the furnace re-started or repaired should you allow the oil to run out or too low.

25) FURNACE FILTERS: Change your furnace filters regularly as needed to keep the furnace running efficiently

26) DAMAGE TO PROPERTY: Tenant shall be responsible for replacement of any damaged property exclusive of normal wear and tear as a result of waste or neglect.

27) COUNTER TOPS: Do not use the counter top as a cutting surface. Use a cutting board and a hot pad for hot pans.

28) WINDOWS AND SCREENS: Do not attempt to remove windows and screens from the outside. Damage resulting from window/screen removal will be deducted from the deposit.

29) RECYCLING/GARBAGE CONTAINERS: Tenant is responsible for following the recycling laws and ordinances required by the State and city. Any fines assessed to owner for failure to retrieve containers or for not recycling will be assessed to tenant.

30) FURNISHINGS: The following is a list of furnishings provided by Landlord. These items must remain upon the premises at all times.

1) one refrigerator, 2) one stove, 3) one fire extinguisher, dishwasher

31) REPORT MAINTENANCE PROBLEMS IMMEDIATELY: Tenant shall be responsible for promptly reporting any maintenance items before any repair turns into a major problem or urgent repair expense. Tenant will not be reimbursed or compensated for the use of electricity, water, sewer, rent, or any utility used to make repairs, improvements, or maintenance on or about the premises. Tenant will not be compensated for any inconveniences while performing any repairs or work.

32) NO CANDLE BURNING: Tenant shall not burn candles or incense upon the premises. Candle burning can cause damage to the walls and heating systems and is a fire hazard. Tenant shall be responsible for any smoke/fire damage as a result of unauthorized candle burning.

33) ONLY 4 Each individual tenant agrees that there will be 4 individuals renting 903 Graham Ave
No more than 4 individuals may live here without written permission from landlord and the rent will increase accordingly, as previously quoted.
No unauthorized extended stay guests are allowed to reside upon the premises without prior written Landlord approval.

34) AS IS: The apartment/home you are renting is taken "as is" in the condition you viewed it. The landlord or agent makes no representations regarding painting, carpet cleaning or replacement, furniture condition, or other conditions that are not specifically covered in the lease.

35) UTILITIES AND SERVICES: Tenant shall be responsible for all utilities and services consumed upon the premises. The electrical service must remain on and in tenant's name until the last day of the lease.

36) WRITTEN NOTICE AND APPROVAL FOR RENEWAL: The final water and semi-billing shall be divided for the security deposit. Landlord shall offer tenant a lease renewal ~~approximately seventy-five days prior to the~~ expiration of the lease. Landlord shall determine if lease should be renewed based upon Tenant's actions throughout tenancy. Tenant agrees to cooperate and accommodate any showings of prospective tenants.

37) LIGHT BULBS, ETC: Landlord does not supply light bulbs, shower curtains, vacuum cleaner, curtains, shovels, sanding salt, plastic, or any other items not mentioned in writing. Use 60 watt or lower wattage bulbs. Use of larger wattage bulbs in any of the fixtures poses a fire hazard to you and others residing in the building.

38) INSPECTIONS: There may be periodic maintenance inspections. Management shall give tenant advance notice of said inspection unless tenant gives permission to come in on shorter notice. If there are any problems or questions, notify landlord in writing.

39) RENTER'S INSURANCE: It is ENCOURAGED AND RECOMMENDED that you obtain renter's insurance. Landlord shall not be responsible for any theft, damage or loss of tenant's personal property kept on the premises, stored in basement, or in other storage areas. Tenants, in making use of this space do so at their own risk and are solely responsible for its safety from any and all hazards. In the event of a fire, flood, heavy rain, water pipe breakage, sewage back-up, water damage, tornado, windstorm, hail, or any other catastrophic event, landlord assumes no liability for tenant's property and possessions.

40) WATERBEDS: Waterbeds are not permitted on the premises, unless tenant has received written permission from landlord. Tenant must also purchase water bed insurance and provide landlord with a certificate of insurance.

41) A CLEAN UNIT: Landlord shall endeavor to provide a clean unit in proper repair at the time of move-in. Tenant shall not be entitled to any compensation for cleaning and/or repairs done without the written consent of the landlord, which must be given before any such work is begun. No painting is allowed without the written consent of the landlord. Resident agrees to deliver the premises to the landlord at move-out in the same condition as after such cleaning and/or repairs are completed.

42) GARBAGE REMOVAL: Tenant is responsible for contracting with a local garbage hauler for weekly removal of garbage. Do not allow garbage to accumulate inside the premises. Tenant shall be responsible for retrieving the garbage can and recycling containers on the pick up date.

43) NO PARKING ON THE LAWN: Tenant shall not park any car, van, truck, boat, bicycles, toys, motorcycle, or any motor vehicle on any part of the yard (any ground with grass). Tenant will be held liable for any damages by driving or parking on the lawn.

44) NO INDOOR FURNITURE OUTDOORS: Any furniture placed outside the building (porches, decks, balconies, patios, etc.) must be appropriate outdoor furniture. No couches, wood chairs, wood tables, are allowed on the porches, balconies, patios, and decks. If landlord does not provide draperies,

blinds, or shades. Tenant agrees to install appropriate window coverings within 7 days of move-in.

45) HOMESTEAD CREDIT: Tenant requesting Homestead Certificates must submit it to us completed and with a self-addressed stamped envelope.

46) SECURITY DEPOSIT: The security deposit cannot be used as the last month's rent.

47) BASEMENTS: Tenant understands that basements could be damp and may not be a good place for storage of valuable items. Tenant understands and agrees that the state fire ordinance prohibits basements being used for bedrooms or sleeping areas. Violation of this fire ordinance is grounds for eviction.

48) UTILITY INFORMATION: Landlord may have discussed past utility cost information and estimates from previous residents. However, Landlord does not promise or guarantee what the actual bills will be for the new occupant of this apartment due to weather conditions and lifestyle difference. Tenants authorize Xcel Energy or current utility company to release utility bill information regarding monthly gas and electric costs.

49) LIMITED PARKING/VEHICLE USE: Tenant acknowledges and understands that parking is limited to only 1 vehicle(s). Tenant understands and agrees to abide by this rule and understands that they must inform all visitors and guests to park off site when visiting. Tenant agrees to inform Landlord of any vehicle changes that are not listed on tenant's application. Landlord makes no representations regarding any additional parking upon the premises. No boats, trailers, all terrain vehicles, or inoperative cars are allowed upon the premises. No accumulation of vehicle parts, tires, scrapping, or junk is allowed outside of the premises. No repairing or overhauling of vehicles or engines, no storage of oil or fluids or vehicle parts is allowed. Failure to abide by this rule is a lease violation.

50) OUTDOOR GRILLING: (Keep grill at least 10 feet away from any structures) No outdoor grilling is allowed on porches, decks, grass, fire exits, or near the building as per local fire code.

51) NO DAY CARE: Tenant agrees that no Day Care or child baby-sitting service is allowed upon the premises. Tenant agrees not to engage in any child care related services or activities for the purpose of earning additional income. Violation of this paragraph is a breach of the lease and grounds for eviction.

52) ALL ITEMS MUST BE IN WRITING: All promises, agreements, and requests made between Landlord and Tenant must be in writing. Any disputes must be resolved by use of written documentation of the lease agreement.

53) NOTICE OF SMOKING: This unit is a NON SMOKING UNIT. Tenant understands that this unit is a non-smoking unit and agrees to abide by this rule and limit all smoking activities of tenant and guests or visitors to the outdoors. All smoking must be at least 50 feet away from the building. Cigarette butts must be properly disposed of in a metal container & the yard and grounds must be kept free of any cigarette debris. Violation of this rule is grounds for eviction. **SMOKING WARNING:** Tenant is aware of the fact that if the interior walls become smoke stained or if the unit has a bad smoke odor in it at move out time, tenant may be responsible for any cost of damages to remove the smoke smell and/or cost of painting, cleaning, or all other costs necessary to remove excessive smoke smell and stains.

54) NOTICE: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by phone at 877-234-0085.

55) CARPET CLEANING: The carpeting will be cleaned by a professional carpet cleaning company prior to tenant taking occupancy. Tenant is responsible for the cost of having the carpeting cleaned by a professional carpet cleaning company upon vacating if the carpeting is dirty and/or stained above normal wear and tear.

56) NO ALCOHOL PARTIES/DRUG ACTIVITY: Tenant understands that the following activities are prohibited: beer parties tap beer containers, large get together with alcohol consumption, drug activity, or any unlawful purpose. Violation of this paragraph is grounds for eviction. In the event of an eviction, Tenant would be responsible for all rent and utility payments until the end of the lease term as allowed by Wisconsin State Statutes.

57) CLEANLINESS: Tenant shall keep the rental unit in a clean condition for all scheduled Landlord showings. If Tenant fails to keep a clean unit, Tenant may be responsible for any financial losses to the Landlord for interfering with the Landlord's right to re-rent the unit. Tenant is responsible for any neglect, abuse or waste committed upon the premises. Tenant shall clean the premises on a regular basis to prevent waste and neglect from occurring. Routine cleaning includes vacuuming, sweeping, washing floors, scrubbing the tub/shower, scrubbing the toilet and sinks, dusting, washing dishes, discarding and removing trash, and cleaning the interior and exterior of all appliances.

58) WATER DAMAGE: Tenant shall close the windows if rain is entering unit and preventing water from shower/toilet/sink from causing damage to property. Tenant shall promptly remove any mold from the bathroom fixtures, walls, and ceiling with a bleach solution.

59) COMMON AREAS: Tenant agrees to assist in keeping common areas clean and report any problems to the landlord. Tenant must keep the exterior of the property free of trash. No trash is to be placed outside of the building except in trash container or dumpster.

60) TRAMPOLINES: No trampolines or similar devices are allowed on the premises.

61) FIRES: No fires of any kind or nature are allowed upon the premises.

62) FIREARM & BOWS: Firearms and bows are not allowed on the premises. Tenant is solely liable for accidents resulting in harm to others or property from weapons in their possession on the premises.

I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED THIS LEASE ADDENDUM AT THE TIME I WAS GIVEN AN APPLICATION FOR RESIDENCY, THAT I HAVE READ AND AGREE TO COMPLY FULLY WITH IN CONTENTS HEREIN. I FURTHER ACKNOWLEDGE RECEIPT OF A CHECK-IN/CHECK-OUT FORM AND SMOKE DETECTOR FORM AND A LEAD BASED PAINT PAMPHLET.

Tenant: _____ Date: _____
Tenant: _____ Date: _____
Tenant: _____ Date: _____
Tenant: _____ Date: _____

Landlord: CWSAMS _____ Date: _____

10/14/14
10/14/14
10/14/14
10-14-14
10.14.14

NONSTANDARD RENTAL PROVISIONS

Tenant must initial each relevant paragraph and sign at the bottom of this form.

Description of Premises: 903 Graham Ave

Tenant(s) [REDACTED] Date [REDACTED]

LATE FEES/FINES Tenant's initials [REDACTED] Any unpaid late fees, nsf fees, city or law enforcement fines, and any pet fine fees will be deducted from the security deposit at the termination of the lease.

In addition to the standard security deposit deductions allowable under ATCP 134, the undersigned parties agree that this Lease Addendum lists further allowable claims against the security deposit (if not paid by the Tenant by the end of tenancy).

LEASE BREAKING COSTS: Tenant's initials [REDACTED] In the event tenant vacates the premises prior to the lease expiration or any extension thereof, tenant shall be responsible for all cost of re-renting the premises including advertising, tenant commissions, and all costs as allowed under Wisconsin State Statutes including charges for subletting, or re-letting in an effort to institute Tenant damages. Any such costs will be deducted from the security deposit. Charges for sub-letting, or re-letting in an effort to mitigate Tenant's damages if Tenant vacates Premises prior to the lease end, including showing costs, advertising and lower rent accepted by the Landlord.

PET DAMAGE: Tenant's initials [REDACTED] Tenant acknowledges that pets are not allowed upon the premises under any circumstance; this includes no visiting pets and no pet sitting. In the event a pet enters the premises at any time, for any length of time during the tenancy, tenant is responsible for the following charges, which are considered damages beyond normal wear & tear as defined in Wisconsin Administrative Code ATCP134.06(3) and may be deducted from the security deposit:

- 1) Tenant is in violation of the lease agreement and subject to eviction and all lease breaking costs
- 2) Tenant shall pay for all costs to clean, repair/replaced soiled carpet (removal of urine & feces stains and odor).
- 3) Pest extermination.
- 4) Tenant agrees to pay all costs of said carpet repair, cleaning, damage to flooring, extermination cost, damages to property, and any outdoor lawn care/landscaping damages and specifically authorizes Landlord to deduct any charges from the security deposit if not sooner paid. Nothing herein shall be construed as an authorization for Tenant to keep a pet on the premises under any circumstances.

AUTHORIZATION TO ENTER FOR REPAIRS: Tenant's initials [REDACTED] Tenant's request for all repairs or maintenance shall automatically be considered authorization for Landlord or it designated contractors to enter the premises without further notice to Tenant unless written notice is given by Tenant specifying a time for routine non-urgent maintenance. All charges related to the cost of re-keying if locks need to be changed for lockouts, if the keys are lost or not returned, or at the Tenant's request if not paid at the time of request.

CLEANING COSTS: Tenant's initials [REDACTED] All charges for cleaning the premises beyond normal wear and tear. Tenant agrees that upon vacating the unit will be cleaned and ready for the next occupant. If the unit is not clean, the Landlord may deduct the actual cost of performing cleaning services from the security deposit.

PARTIES: Tenant's initials [REDACTED] Parties are not allowed under any circumstances, including but not limited to a gathering of people, loud music or noise, disturbing the neighbors or damage to the apartment. Violation of this paragraph is grounds for eviction. In addition to these costs tenant is responsible for all city fines, which are up to \$500.00/time for a house party.

REKEY/CHANGING LOCKS/LOCK-OUTS: Tenant's initials [REDACTED] Tenant shall be responsible for the cost of changing the locks in the event tenant loses any keys, fails to return any keys, or requests that the locks be changed due to any personal/relationship matters. Tenant is responsible for the cost of the service call by a locksmith in the event of an after hours lockout.

Landlord: [Signature] Date 10-14-14 Tenant: [Signature] Date 10/14/14
 Tenant: CWSAMS Date 10-14-14 Tenant: [Signature] Date 10-14-14
 Tenant: [Signature] Date [REDACTED] Tenant: [Signature] Date 10-14-14

PET AGREEMENT

Supplemental agreement attached to and made a part of the lease in consideration of Landlord's permission to allow the pet described (and said pet only) in Tenant's apartment during the term of said lease.

Lessee agrees that:

- 1) A dog will be allowed upon the premises (breed) Alaskan Malamute (approximate poundage) _____
- 2) Tenant shall pay additional pet rent of N/C per month. This is additional rent for the privilege of having a pet upon the premises. This amount does not apply to any damages that may be caused by the pet. This amount is due for the entire term of the lease even if the pet is removed from the premises prior to the lease expiration

Tenant shall pay a _____ pet deposit. This deposit will either be applied to the cost of cleaning the carpeting or any cleaning required to clean up after the pet if any. Otherwise the deposit or any part of it will be refunded.




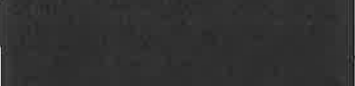
- 3) The animal must be spayed or neutered (and if cat-declawed).
- 4) Tenant shall pay for the cost of having all carpeting professionally cleaned and sanitized by an approved carpet cleaning service at the termination of the lease agreement.
- 5) Tenant shall pay for any additional cleaning or other required means necessary to remove pet hair, odor, and/or stains in the apartment if any.
- 6) Tenant shall pay for the cost of repairing any damages to the apartment including soiled carpeting, sub flooring repairs, odor, and/or pest control.
- 7) Tenant shall clean up and properly dispose of all liter waste and clean and/or change liter boxes at least on a weekly basis.
- 8) Tenant shall keep and maintain said pet in accordance with all local and municipal regulations and ordinances.
- 9) Tenant shall be responsible for any damage done by said pet to person or property and shall immediately pay for said damage and hold Lessor harmless therefore from any claims against Lessor
- 10) All the terms, covenants and conditions of said Lease are incorporated herein by reference.
- 11) In the event the Landlord, at his sole discretion determines at any time that permission to keep said pet shall be revoked, Tenant agrees to abide by said decision and remove said pet from the premises as soon as possible, but in no event in a time longer than five (5) days after written notice is either delivered or mailed to Tenant at the leased address. Failure to comply with this paragraph may be declared a default under said lease, and such lease may be terminated with the Tenant remaining responsible for the rent in addition to any other relief which may be granted the Landlord.

<u>[Signature]</u>	<u>10-14-14</u>		
Landlord	CWSAMS	Date	Tenant
	<u>[Signature]</u>	<u>10-14-14</u>	
Tenant	<u>[Signature]</u>	Date	Tenant
			<u>10-14-14</u> <u>10/14/14</u>
			Date

SECURITY DEPOSIT RETURN AGREEMENT

We, the following lessees of rental property at: 903 Graham Ave
Eau Claire, WI 54701 do hereby agree that we have paid a
Security Deposit in the total amount of \$1,140.00 and that the Security Deposit was paid in the
following manner. Upon vacating the rental property, we do hereby agree that whatever amount
of the security deposit that is refundable, is to be distributed and returned as follows:

LANDLORD *Mr. [Signature]* DATE 10-14-14
CWSAMS

NAME		AMOUNT	<u>\$285.00</u>	DATE	<u>10/14/14</u>
NAME		AMOUNT	<u>\$285.00</u>	DATE	<u>10/14/14</u>
NAME		AMOUNT	<u>\$285.00</u>	DATE	<u>10/14/14</u>
NAME		AMOUNT	<u>\$285.00</u>	DATE	<u>10-14-14</u>

UTILITIES ESCROW AGREEMENT

Property Address:

903 Graham Ave

Rent Amount: \$1,140.00

Escrow Amount: \$100.00

Total: \$1,240.00

Allocation with other Unit

Electric:	<u> </u>	<u> </u>
Gas Heat:	<u> </u>	<u> </u>
Oil Heat:	<u> </u>	<u> </u>
Electric Heat:	<u> </u>	<u> </u>
Gas Hot Water:	<u> </u>	<u> </u>
Electric Hot Water:	<u> </u>	<u> </u>
Water & Sewer:	<u>X</u>	<u>1/6 of house total</u>
Lawn Mowing:	<u>X</u>	<u>1/6 of house total</u>
Garbage:	<u>X</u>	<u>1/6 of house total</u>
Other:	<u> </u>	<u> </u>
Other:	<u> </u>	<u> </u>

The escrow amounts will go into an account and the Landlord/Agent will pay escrowed utilities upon receipt of your bills. If there is any remaining amount in the Trust Account at the end of the lease term, after outstanding utility bills are paid, these amounts will be refunded to the tenants. If there is a deficit in the Trust Account at the end of the lease you will need to pay this amount. We reserve the right to increase or decrease your amount at any time as is necessary to cover your utility bills. The amount of the escrow dollars required from you is directly dependent on how efficiently you use your utilities.

Tenant:		Date
Tenant:		Date
Tenant:		Date
Tenant:		Date
Landlord:		Date

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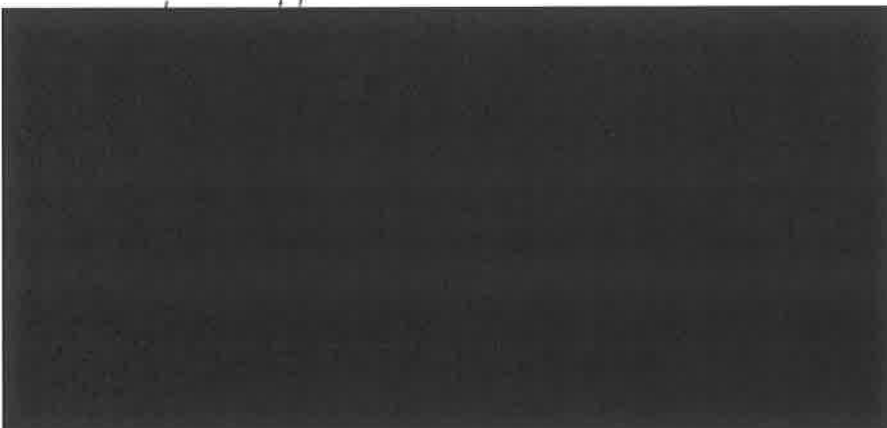
MOVE OUT REQUIREMENTS

- ☐ 1) Clean all floor and baseboards. Carpets will be professionally cleaned by a carpet cleaning company.
- ☐ 2) Clean all cupboards/countertops and the kitchen sink.
- ☐ 3) Clean the stove/oven burners, drip pans, drawers and the exterior.
- ☐ 4) Clean refrigerator inside & out and defrost if needed. (Do not chop at ice.)
- ☐ 5) Clean bathroom sink, tub, shower, toilet & vanity.
- ☐ 6) Completely clean out storage areas, basement, garage and patio area. DO NOT leave anything behind.
- ☐ 7) Replace all burned out or missing light bulbs, gloves and lamp shades both inside and outside of unit.
- ☐ 8) Smoke alarms must have batteries in place (if battery type) & be functioning.
- ☐ 9) All screens, windows and storm windows must be cleaned and in place. Also all window sills must be cleaned
- ☐ 10) Return all keys and garage door openers/keys to Landlord. DO NOT LEAVE in apartment.
- ☐ 11) Furnish Landlord and post office with your forwarding address.
- ☐ 12) Call and cancel utility services that are in your name(i.e. cable TV, telephone, etc.).
Call to disconnect Xcel Energy **on the last day of your lease**. This service **must** remain in your name until the last day of your lease.

Please remember that it is the tenant's responsibility to leave the premises in a clean condition. If items are not completed satisfactorily, there may be additional charges as specified in lease.

[Signature]
Landlord CWSAMS

10-14-14
Date



10-14-14
Date
10/14/14
Date
10/14/14
Date
10-14-14
Date

LEASE BREAKING COSTS

Residents acknowledge that they fully understand that a monetary cost for breaking the lease contract will be incurred and enforced if a sublesser is required due to lessee breaking the lease prior to lease expiration. These costs could be substantial.

The cost will be as follows:

- 1 These costs will be deducted from security deposit and any balance in excess of the security deposit will be sought from resident directly.
- 2 If resident does his/her own advertising and finds a sublesser and this sublesser is approved by owner, the cost will only pertain to the items incurred by owner below.
- 3 If a sublesser is not found and resident moves out but continues to pay rent, no cost is incurred except if owner has incurred advertising and showing costs.
- 4 Cost will be incurred for the following:
 - a. Loss of rent
 - b. Utilities
 - c. Advertising
 - d. Credit Bureau fees & reference search calls
 - e. Showings at \$25 per time
 - f. Time in leasing by landlord at \$25/hour
 - g. Office expenses inc. long distance calls, postage, or any misc costs related to finding a new sublesser.
- 5 If sublesser is found and sublesser fails to meet his/her obligations under this lease, original resident will be responsible for the terms and conditions under this lease.
- 6 Resident understands and agrees security deposit accounting will be sent to vacating resident at the same time as all residents on the original lease, within 21 days after lease term expires.

Mrs. [Signature] 10-14-14
Landlord CWSAMS Date

[Redacted] 10-14-14
[Redacted] Date
[Redacted] 10/14/14
[Redacted] Date

[Redacted] 10/14/14
[Redacted] Date
[Redacted] 10-14-14
[Redacted] Date

**ADDENDUM L TO LEASE - LEAD BASED PAINT
DISCLOSURES AND ACKNOWLEDGMENTS**

1 Addendum made part of the Lease or Rental Agreement dated 10-14-14 for the Tenant (referred to in
2 the singular whether one or more, also referred to as lessee), [REDACTED]
3 [REDACTED]
4 with respect to the Property at 903 Graham Ave, Eau Claire, WIO 54701
5 [REDACTED] Wisconsin, unit/apt./number [REDACTED]

6 ■ **LEAD WARNING STATEMENT:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips,
7 and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant
8 women. Before renting pre-1978 housing, lessors (landlords) must disclose the presence of lead-based paint and/or lead-based
9 paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

10 ■ **LANDLORD'S DISCLOSURES AND CERTIFICATION:**

11 (1) **DISCLOSURE** (a) Landlord hereby represents that Landlord has no knowledge of any lead-based paint or lead based paint
12 hazards (see definitions at lines 98-102)(collectively referred to as LBP) present in or on the Property except:
13 _____
14 _____
15 _____
16 _____

17 *(Explain the information known to Landlord, including any additional information available about the basis for the determination*
18 *that LBP exists in or on the Property, the location of any LBP, and the condition of painted surfaces, or indicate "none".)*

19 (b) Landlord hereby confirms that Landlord has provided the Tenant with the following records and reports which comprise all of the
20 reports and records available to Landlord pertaining to lead-based paint or lead-based paint hazards (LBP) in or on the Property:
21 _____
22 _____
23 _____

24 *(Identify the LBP records and report(s) (e.g. LBP inspections, assessments, abatements, etc. - see definitions at lines 92-93, 96-97, &*
25 *103-108) furnished to Buyer, or indicate "none available".)*

26 (2) **CERTIFICATION:** The undersigned Landlord has reviewed the information above and certifies, to the best of Landlord's
27 knowledge, that the information provided by Landlord is true and accurate.

28 (X) [Signature] 10-14-14
29 (Landlord's signature) ▲ Print Name Here ► CWSAMS (Date) ▲

30 ■ **AGENT'S ACKNOWLEDGMENT AND CERTIFICATION:**

31 (1) **ACKNOWLEDGMENT:** The agent(s) in this transaction hereby acknowledge that: (1) the Landlord was informed of his or her
32 obligations, detailed on page 2 of this Addendum, under the Federal LBP Law; and (2) they are aware of their duty to ensure
33 compliance with the requirements of Federal LBP Law.

34 (2) **CERTIFICATION:** The undersigned agents have reviewed the information above and certify, to the best of their knowledge, that
35 that the information provided by them is true and accurate.

36 (X) [Signature] 10-14-14
37 (Agent's signature) ▲ Print Agent & Firm Names Here ► River Valley Property Mgmt LLC (Date) ▲

38 (X) _____
39 (Agent's signature) ▲ Print Agent & Firm Names Here ► (Date) ▲

Landlord Obligations under the Federal Lead-Based Paint Disclosure Rules

(Based upon 40 CFR Chapter 1, Part 745, Subpart F, ss. 745.107, 745.110 & 745.113; and 24 CFR subtitle A, Part 35, Subpart H, ss. 35.88, 35.90 & 35.92, which are collectively referred to in this Addendum as Federal LBP Law.)

40 **DISCLOSURE REQUIREMENTS FOR LANDLORDS.** (a) The following activities shall be completed before the tenant is
 41 obligated under any contract to lease target housing that is not otherwise an exempt transaction pursuant to Federal LBP Law.
 42 Nothing in this section implies a positive obligation on the landlord to conduct any evaluation or reduction activities.

43 (1) Provide LBP Pamphlet to Tenant. The landlord shall provide the tenant with an EPA-approved lead hazard information
 44 pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead in Your Home* (EPA #747-K-94-
 45 001) or an equivalent pamphlet that has been approved for use in this state by EPA.

46 (2) Disclosure of Known LBP to Tenant. The landlord shall disclose to the tenant the presence of any known lead-based paint
 47 and/or lead-based paint hazards in the target housing being leased. The landlord shall also disclose any additional information
 48 available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that
 49 lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards,
 50 and the condition of the painted surfaces.

51 (3) Disclosure of Known LBP & LBP Records to Agent. The landlord shall disclose to each agent the presence of any known
 52 lead-based paint and/or lead-based paint hazards in the target housing being leased and the existence of any available
 53 records or reports pertaining to lead-based paint and/or lead-based paint hazards. The landlord shall also disclose any
 54 additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for
 55 the determination that lead-based paint and/or lead-based paint hazards exist in the housing, the location of the lead-based paint
 56 and/or lead-based paint hazards, and the condition of the painted surfaces.

57 (4) Provision of Available LBP Records & Reports to Tenant. The landlord shall provide the tenant with any records or
 58 reports available to the landlord pertaining to lead-based paint and/or lead-based paint hazards in the target housing being
 59 sold. This requirement includes records or reports regarding common areas. This requirement also includes records or reports
 60 regarding other residential dwellings in multifamily target housing, provided that such information is part of an evaluation or
 61 reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

62 (b) Disclosure Prior to Acceptance of Offer. If any of the disclosure activities identified in paragraph (a) of this section occurs after
 63 the tenant has provided an offer to lease the housing, the landlord shall complete the required disclosure activities prior to accepting
 64 the tenant's offer to lease and allow the tenant an opportunity to review the information and possibly amend the proposed lease.

65 CERTIFICATION AND ACKNOWLEDGMENT OF LBP DISCLOSURE.

66 (a) Landlord requirements. Each contract to lease target housing shall include an attachment or within the lease the following
 67 elements, in the language of the lease contract (e.g., English, Spanish):

68 (1) Lead Warning Statement. A lead warning statement with the following language:
 69 Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if
 70 not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-
 71 1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees
 72 must also receive a federally approved pamphlet on lead poisoning prevention.

73 (2) Disclosure of Known LBP & LBP Information Re: the Property. A statement by the landlord disclosing the presence of
 74 known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the
 75 presence of lead-based paint and/or lead-based paint hazards. The landlord shall also provide any additional information
 76 available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that
 77 lead-based paint and/or lead-based paint hazards exist in the housing, the location of the lead-based paint and/or lead-based
 78 paint hazards, and the condition of the painted surfaces.

79 (3) List of Available LBP Records & Reports Provided to Tenant. A list of any records or reports available to the landlord
 80 pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the tenant. If no such
 81 records or reports are available, the landlord shall so indicate.

82 (4) Tenant Acknowledgment of Receipt of Disclosures, Records & Pamphlet. A statement by the tenant affirming receipt
 83 of the information set out in paragraphs (a)(2) and (a)(3) of this section and the lead hazard information pamphlet required
 84 under Federal LBP Law.

85 (5) Agent Certification. When any agent is involved in the transaction to lease target housing on behalf of the landlord, a statement that:

- 86 (i) The agent has informed the landlord of the landlord's obligations under Federal LBP Law; and
- 87 (ii) The agent is aware of his or her duty to ensure compliance with the requirements of this subpart.

88 (6) Signatures. The signatures of the landlords, agents, and tenants certifying to the accuracy of their statements to the
 89 best of their knowledge, along with the dates of the signatures.

90 OTHER DEFINITIONS

91 *Available* means in the possession of or reasonably obtainable by the landlord at the time of the disclosure.

92 *Abatement* means the permanent elimination of lead hazards by methods such as removing, replacing, encapsulating,
93 containing, sealing or enclosing lead-based paint with special materials, in conformance with any requirements stated in any applicable law.

94 *Common area* means a portion of a building generally accessible to all residents/users including, but not limited to, hallways,
95 stairways, laundry and recreational rooms, playgrounds, community centers, and boundary fences.

96 *Inspection* means: (1) a surface-by-surface investigation to determine the presence of lead-based paint, and (2) the provision
97 of a report explaining the results of the investigation.

98 *Lead-based paint* means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square
99 centimeter or 0.5 percent by weight.

100 *Lead-based paint hazard* means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated
101 soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces
102 that would result in adverse human health effects as established by the appropriate Federal agency.

103 *Risk assessment* means an on-site investigation to determine and report the existence, nature, severity, and location of
104 lead-based paint hazards in residential dwellings, including: (1) information gathering regarding the age and history of
105 the housing and occupancy by children under 6; (2) visual inspection; (3) limited wipe sampling or other environmental sampling
106 techniques; (4) other activity as may be appropriate; and (5) provision of a report explaining the results of the investigation.

107 *Target housing* means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities
108 (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

109 ■ **RESTRICTIONS ON ACTIVITIES WHICH DISTURB LBP**

110 Tenant, Tenant's guests and any other occupant are prohibited from disturbing paint and performing lead-based paint
111 activities on the Property without proper State of Wisconsin Certification.

112 ■ **TENANT'S ACKNOWLEDGMENT AND CERTIFICATION:**

113 (1) **ACKNOWLEDGMENT:** Tenant hereby acknowledges and certifies that Tenant has:

114 (a) received the Landlord's disclosures, reports and records concerning any known LBP in or on the Property; and

115 (b) received a lead hazard information pamphlet, such as *Lead-Based Paint: Protect Your Family*, which was approved by the EPA.

116 (2) **CERTIFICATION:** The undersigned Tenants have reviewed the information above and certify, to the best of their
117 knowledge, that the information provided by them is true and accurate.

118 (_____
119 (Tenant's signatures) ▲ Print Names Here ►

(Date) ▲

10/14/14

10/16/14

10-14-14

10/14/14